

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since the RMIS implementation was completed in April 2004, the demand for use and access to RMIS data has increased significantly. CAO and Counsel anticipate that utilization of RMIS data will significantly grow over the next six years with the implementation of data access systems by additional user groups. This projection is based upon requests made by County departments, and includes recommended RMIS system modifications which the RMIS Steering Committee (comprised of CAO, CIO, Counsel and Auditor) consider critical to the County's success in achieving its risk management and information technology goals. These modifications include the following:

Ensuring Compatibility with CAPs and eCAPS: RMIS modifications are needed to ensure that risk management expenditures are available, in sufficient detail, in the County's current and future financial systems.

Expanding RMIS Maintenance and Support: Under the current RMIS agreement, RTI is only required to provide one full time RTI staff member to provide help desk support for the original number of RMIS users. The new contract amendment significantly increases staff support to ensure all County RMIS user groups and individual users receive services in a timely and professional manner.

Supporting New Department Efforts to Improve Workflow: Prior RMIS Project Implementation Status Reports advised your Board that additional RMIS vendor services and funding would be needed to accommodate future system upgrades. Upgrades will ensure that RMIS functionality can keep pace with changes in County operations and workflows, including increases in the number of system users.

Implementation of Strategic Plan Goals

Expanded use of RMIS data through data access systems will facilitate attaining the County's Strategic Plan Goal Number 3, Organizational Effectiveness, by ensuring that service delivery systems are efficient, effective, and goal-oriented. This will also facilitate attaining Goal Number 4, Fiscal Responsibility, by strengthening the County's fiscal capacity by providing financial data for financial decision making.

FISCAL IMPACT/FINANCING

Funding for system Upgrade Projects has been included in the FY2004-2005 and proposed FY 2005-2006 Insurance Budgets. Funding for the increase in maintenance and support and \$500,000 for future Upgrade Projects have been included in this year's Insurance Budget. The average annual increase in RMIS costs, for the next six years, of \$1.4 million per year, will not have a significant impact on any one department's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This proposed Amendment Two has been reviewed by the CIO and outside counsel, and has been approved as to form by Counsel.

IMPACT ON CURRENT SERVICES


There will be no impact upon, or interruption of, the current services being provided by RTI.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board return an adopted copy of the Board letter and three executed copies of this agreement to the CAO, Risk Management Branch.

Respectfully submitted,


DAVID E. JANSSEN
Chief Administrative Officer


RAYMOND G. FORTNER, JR.
County Counsel

Reviewed by


JON W. FULINWIDER
Chief Information Officer

DEJ:RAA
DU:CY:lis

Attachments (2)

c: County Counsel
Auditor-Controller
Chief Information Office

**CIO ANALYSIS FOR AMENDMENT 2 TO THE
AGREEMENT WITH RISK TECHNOLOGIES, INC.
TO IMPLEMENT A RISK MANAGEMENT AND CLAIMS
ADMINISTRATION INFORMATION SYSTEM (RMIS)**

CIO RECOMMENDATION: ☒ **APPROVE** ☐ **APPROVE WITH MODIFICATION**
 ☐ **DISAPPROVE**

Contract Type:

☐ **New Contract** ☒ **Contract Amendment** ☐ **Contract Extension**
☐ **Sole Source Contract**

New/Revised Contract Term: **Base Term:** **# of Option Yrs**

Contract Components:

☒ **Software** ☐ **Hardware** ☐ **Telecommunications**
☒ **Professional Services**

Project Executive Sponsor: David Janssen; Raymond Fortner

Budget Information :

Original Contract Amount	\$6,632,500
Requested Contract Amount	\$8,367,500
Aggregate Contract Amount	\$15,000,000

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated? No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? None.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The RMIS project supports the County's Strategic Goal of Organizational Effectiveness through implementing efficient service delivery systems and the County's Strategic Goal of Fiscal Integrity through strengthening the County's fiscal capacity.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? The RMIS system and its implementation plan were present in the Chief Administrative Office's I/T Business Automation Plans for FY 2000-2001, FY 2001-2002 through FY 2004-2005. The Amendment is in the Chief Administrative Office's IT budget for FY 2004-2005 and FY 2005-2006.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles I/T Directions Document? The RMIS implementation supports the following goals of the I/T Directions document: Goal 1: Conducting government electronically, and Goal 3: Employ enterprise solutions to meet common needs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles I/T Standards? The RMIS System is designed to use an Intranet browser to reduce future software maintenance costs by eliminating the need for upgrading client software on each user's PC as revisions are introduced.

Introduction:

The Chief Administrative Office (CAO) is requesting your Board's approval of Amendment 2 to the County's Agreement with Risk Technologies, Incorporated (RTI). The original Agreement with RTI was for the implementation of a Risk Management and Claims Administrative System (RMIS). The original Agreement enabled the CAO Risk Management Group to establish an enterprise approach to departmental incident reporting and loss prevention programs, to provide more comprehensive claims administration capability for the County's Third Party Administrators and to integrate County Counsel into the claims administration information flow.

Since the successful completion of the implementation in April 2004, the number of new RMIS user groups and workflows to be added to RMIS has continued to grow. To accommodate the new user groups, the RMIS Steering Committee has compiled a list of RMIS modifications that they consider critical to the County's success in achieving its risk management goals. They include the following:

Ensuring Compatibility with New Financial Controls: RMIS modifications are required to ensure that risk management expenditures contained within RMIS are present in the County's current and future financial systems.

Supporting Efforts to Improve Functionality and Workflow: Additional departmental user groups will require new functionality and workflow to ensure that the RMIS keeps pace with changes in County operations.

Expanding RMIS Maintenance and Support: The expanded number of RMIS users has increased the demand for support. The new contract amendment significantly increases vendor support to ensure all County RMIS users receive services.

The enhancements and modifications to be implemented under Amendment 2 will be deliverable based and specified using the work order forms contained in Exhibits attached to Amendment 2. All work orders will be developed jointly by the CAO and County Counsel. This process will enable the CAO to implement timely modifications to RMIS to respond to significant changes in County operations and processes, or applicable laws and regulations.

Funding for system enhancements has been included in the FY2004-2005 Insurance Budget and the FY2005-2006 Insurance Budgets. Funding for future upgrade projects will be included in future Insurance Budgets.

Project Description:

The RMIS is an enterprise system that provides loss prevention tools for departments to capture incident data, provide claims administration tools for the County's Third Party Claims Administrators to settle claims efficiently and provide case management tools for County Counsel to effectively manage claim and lawsuit litigation. The RMIS also provides for risk mitigation tools for the CAO's Risk Management group to provide proper financial instruments to offset potential loss exposure. The RMIS also provides the contract cities with the claim and incident information to mitigate claim and loss exposure in their respective areas.

Background:

The CAO Risk Management Group and departmental Risk Managers requested a modern risk management system to capture incident information for use in loss prevention programs, to provide a single point of data entry for incident and claim information, to share a common database containing incident and claim information and integrate County Counsel into the flow of claims administration information processing.

In 1999, the CAO retained risk management systems consultants Tillinghast-Towers Perrin and Advanced Risk Management Techniques to assess the County's risk management architecture and the County's current risk management information system. Based on the consultant's evaluation report and future risk management requirements from the CAO and Departmental Risk Managers, the consultants provided recommendations for the development of an enterprise risk management system.

RTI, the contractor responsible for developing the enterprise risk management system, was identified through a competitive solicitation process. The Departments of Health Services, Mental Health, Public Works, County Counsel, Fire and the Sheriff participated with the CAO's Risk Management Group in developing systems requirements and a Request For Proposals (RFP) for a countywide RMIS. These departments also participated in evaluating the vendor responses and the eventual selection of RTI as the vendor to supply the RMIS. The original Agreement was approved and signed by your Board on March 6, 2001.

Amendment 1, approved and signed by your Board on July 16, 2002, enabled the County's RMIS implementation plan to be adjusted to accommodate an increased level of departmental participation and the increase in data conversions that the added participation requires.

Amendment 1 provided for:

- An extension of the Agreement: term: The Amendment extended the implementation completion date and the corresponding contract term by approximately seven (7) months and increased the total contract maximum sum from \$1,607,500 to \$2,207,500.
- An enterprise software license: The Amendment establishes a price for an enterprise license at \$600,000 at the point when the number of users exceeds the current contracted amount of 167 users.

- An enterprise help desk license: The Amendment also establishes a price for an enterprise help desk and maintenance services license at \$375,000 per year at the point when the enterprise software user license is triggered.
- Additional data conversion: County Counsel, in adopting the RMIS as its primary information technology tool, needs the conversion of the historical data contained in their seven claims and litigation databases.

The RMIS user acceptance period started March 2003. At that time a RMIS Steering Committee, composed of representatives from the Auditor-Controller, CAO, Chief Information Office (CIO) and County Counsel, was formed to resolve implementation issues. The steering committee also provided RMIS implementation progress status reports to your Board. The RMIS implementation was completed in April 2004 and the system is currently in production use.

Project Justification/Benefits:

The project benefits included a single point of entry for all incident and claim information, advanced tools for managing loss prevention, re-engineered business processes that are more efficient, and a single database containing all the information that is needed to provide a total loss exposure picture for the County of Los Angeles.

Project Metrics:

Defined project deliverables and project milestones are the best metric for tracking project success in complex implementations. The contract has acceptable measurement provisions for meeting the proposed contractual accuracy, functionality and speed, prior to acceptance of the system. The project's progress will continue to be monitored by the RMIS Steering Committee to ensure that the project's deliverables and milestones are achieved.

Impact If Proposal Is Not Approved:

The RMIS software is gaining wider acceptance as departments are finding the functionality they need to both control risk and implement loss prevention programs. Traditionally, the departments have retained this functionality, but are finding that they can move this functionality out into their operating divisions, gaining a single point of entry for their incidents and for their claims data. To inhibit the RMIS ability to provide enhancements and modifications would encourage departments to reverse this trend and to build this functionality within their department's operating units.

Alternatives Considered:

The base source code is owned by the vendor, RTI and is licensed to the County in perpetuity. For the vendor to continue to support the original application, enhancements and modifications to the RMIS source code would have to be performed by the vendor.

Project Risks:

Complex enterprise projects generally have two major risks: project cost over-run and project implementation delay.

Risk Mitigation Measures:

Project cost over-runs have been minimized through a structured, deliverable-based payment schedule and acceptance test requirements. Project implementation will continue to be managed closely by the RMIS Steering Committee and the CAO's RMIS project manager.

Financial Analysis:

The new maximum contract sum for Amendment 2 is \$15,000,000, an increase in the present maximum contract sum of \$8,367,500:

- RMIS implementation, including software licenses and configuration: \$2,207,500
- First year dedicated help desk and maintenance Services paid to date: \$416,667
- Six one-year options for Maintenance Services (\$948,000 annually): \$5,688,000
- Funds for professional services: \$6,687,833
- Total: \$15,000,000

Original Versus New Costs Comparison	Original	Amendment 1	Amendment 2
RMIS implementation, software licenses and configuration:	\$1,607,500	\$2,207,500	\$2,207,500
First year dedicated help desk and maintenance services paid to date:	\$500,000	\$625,000	\$416,667
Six One-Year Options for help desk and maintenance services:	\$3,000,000	\$3,750,000	\$5,688,000
Funds for professional services:	\$25,000	\$50,000	\$6,687,833
Total Agreement cost:	\$5,132,500	\$6,632,500	\$15,000,000

CIO Recommendations:

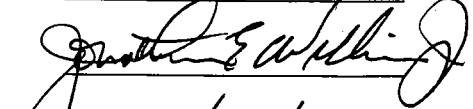
My office supports this action and recommends approval by your Board.

CIO APPROVAL

Date Received: 11/15/2004

Prepared by: James Hall

Date: 11-22-2004

Approved: 

Date: 11/22/2004

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AMENDMENT NO. 2

This is Amendment No. 2 ("***Amendment No. 2***") effective as of the Amendment No. 2 Effective Date (as defined below) to the Agreement between the County of Los Angeles ("***COUNTY***") and Risk Technologies, Inc. ("***CONTRACTOR***") for a Risk Management and Claims Administration Information System, dated as of the Effective Date, as amended in that certain Amendment No. 1 between the parties dated as of July 16, 2002 (collectively, the "***Agreement***").

RECITALS

Under the Agreement, CONTRACTOR is providing a Risk Management and Claims Administration System ("***RMIS***") that provides COUNTY with a consolidated claims administration platform for its third-party administrators and in-house users, including a single database to collect accurate data for risk management purposes. COUNTY wishes to obtain from CONTRACTOR, and CONTRACTOR wishes to provide, certain additional services related to selected functional enhancements to the RMIS; increased and restructured maintenance and support services for RMIS; and additional operational activities from both parties, all as further set forth in this Amendment No. 2.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Amendment No. 2 that are not otherwise defined herein will have the same meaning ascribed to them as set forth in the Agreement.

"***Amendment No. 2 Effective Date***" shall mean the date upon which this Amendment No. 2 comes into full force and effect, which shall be the date of execution of this Amendment No. 2 by COUNTY's Board of Supervisors.

"***Business Requirements***" shall have the meaning for such term set forth in Section 1 of Exhibit I (Work Order Implementation Process for Certain Upgrades to System).

"***COUNTY Facility***" means any building, office, institution or other facility owned or operated by COUNTY.

"***Maintenance Services***" means the modification of a software product after delivery to correct faults, improve performance or other attributes, or to adapt the product to a changed environment within reasonable limits.

"***Upgrade Project***" means Updates and/or Upgrades to the System provided by CONTRACTOR in accordance with Subsection 6.7 of the Agreement.

2. **AMENDMENT.** The parties agree to amend the Agreement as follows.

- 2.1 **Additional Upgrades.**

2.1.1 Subsection 6.7 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Notwithstanding any other provisions of this Section 6, COUNTY, through its Program Directors may, in its sole discretion, elect from time to time to have CONTRACTOR perform and provide additional tasks, subtasks, deliverables, goods, services or other work to COUNTY, for the purpose of obtaining certain Upgrades to the System (each an "Upgrade Project"). In the

event COUNTY elects to obtain such additional Upgrade Projects, the terms of this Agreement shall govern: including that (1) each Upgrade Project shall conform with the requirements of Schedule 1 attached hereto (Master Scope of Work for Upgrade Projects), and (2) each Upgrade Project shall have its own Appendix A (Statement of Work), Appendix B (Schedule of Deliverables and Payments), and Appendix C (Project Control Document), and (3) each Upgrade Project, as requested by COUNTY and agreed by CONTRACTOR, shall be set forth in a Work Order to this Agreement executed jointly by the COUNTY'S Program Directors and the authorized officials of CONTRACTOR which Work Order shall be incorporated into the Agreement upon such execution. In all events, CONTRACTOR agrees that COUNTY'S Program Directors, acting jointly can cancel a Work Order at any time and for any reason, and pay for services performed to date without any further COUNTY obligation with respect to that Work Order. In each Work Order, CONTRACTOR agrees that (i) all Upgrades created thereunder shall be deemed part of the System, and shall be considered subject to the license, warranty, indemnification, maintenance, and all other provisions of this Agreement as of the effective date of the Work Order, (ii) CONTRACTOR's obligations to carry out the work set forth under such Work Order shall be the same as all of its existing obligations under the Agreement to carry out work and perform its obligations with regard to the System, and (iii) all fees, costs and amounts payable associated with the Upgrade Project(s), in the aggregate, shall not exceed the Contract Sum.

When COUNTY desires to obtain certain Upgrades from CONTRACTOR under this Agreement, the parties shall comply with the process set forth in Exhibit I (Work Order Implementation Processes for Certain Upgrades to System).

The parties shall negotiate in good faith regarding each such Work Order provided that nothing in this Subsection 6.7 shall obligate COUNTY to enter into any such Work Order or have any further business dealings with CONTRACTOR whatsoever, or limit any of COUNTY's rights under this Agreement or otherwise, including, without limitation, the right to terminate this Agreement."

2.1.2 The attached Exhibit I (Work Order Implementation Process for Certain Upgrades to System) shall be incorporated into the Agreement in its entirety as a new Exhibit I.

2.2 Maintenance and Support Services.

2.2.1 Subsection 4.4. Subsection 4.4 is deleted in its entirety and replaced with the following:

"4.4.1 Term

The term of the maintenance and repair services on the System shall consist of the periods set forth below. The parties acknowledge that as of the Amendment No. 2 Effective Date, eight (8) months of the Initial Term have elapsed, and that commencing on the Amendment No.2 Effective Date such periods shall consist of (i) a pro-rated renewal term of four (4) months, and thereafter (ii) one year renewal periods, at the sole option of COUNTY Program Directors, which may be renewed annually (each a "Renewal Term"), provided that no renewal term may exceed the overall term of the Agreement as set forth in Subsection 5.1 of the Agreement. COUNTY, through its Program Directors, may exercise a Renewal Term by providing written notice to CONTRACTOR within ninety (90) days prior to the expiration of the then-current term.

4.4.2 Maintenance Services Obligations

During the Warranty Period and for each successive twelve (12) month term (either Initial or Renewal Term), CONTRACTOR shall provide services with respect to the System as described hereunder.

4.4.2.1 Corrective Actions

4.4.2.1.1 Deficiencies shall be prioritized as set forth below, as determined by COUNTY's Project Director in their reasonable discretion, and CONTRACTOR shall correct such Deficiencies in accordance with the following schedule:

Priority	Definition	Examples	Resolution
1	A problem causing critical impact to County's operation and no acceptable workaround is immediately available. Work begins upon notification and continues diligently until the problem is resolved. If solution requires a software correction, it is delivered to County as soon as the correction is available.	<ul style="list-style-type: none"> • Servers are down and transactions cannot be processed • Nightly scripts/scheduled routines cannot complete • Payment processing cannot complete 	On receipt of notice from County, CONTRACTOR shall commence corrective action within two (2) hours and complete correction of the Deficiency within eight (8) hours of the notice. If it is not technically feasible to so correct such Deficiency within such time period, CONTRACTOR shall, as soon as possible but in no event later than twelve (12) hours of such notice, provide a workaround acceptable to COUNTY's Project Director
2	A problem causing significant (but not critical) impact to County's operation and no acceptable workaround is immediately available. Work begins after County's priority 1 issues are resolved and continues diligently until the problem is resolved. If resolution requires a software correction, it is delivered to County as soon as the correction is available.	<ul style="list-style-type: none"> • A problem is detected in the software and 90% of all transaction types are working as they are supposed to, but in the other 10% a delay in the response to the customer is noted. • Any problem that results in a negative financial impact to County 	On receipt of notice from County, CONTRACTOR shall commence corrective action within four (4) hours and complete correction of the Deficiency within sixteen (16) hours of the notice. If it is not technically feasible to so correct such Deficiency within such time period, CONTRACTOR shall, as soon as possible but in no event later than twenty-four (24) hours of such notice, provide a workaround acceptable to COUNTY's Project Director.
3	A problems that impairs some functionality or performance, but County can work around it without undue effort. If resolution requires a software	<ul style="list-style-type: none"> • The user is not able to navigate to a related screen, but can get to it through a different route and can use the 	On receipt of notice from Licensee, CONTRACTOR shall commence corrective action within twenty-four (24) hours and complete correction of the Deficiency

	correction, it is fixed in the next major release if reported prior to release cut-off date. Prior to that, it may be fixed in the maintenance process and made available to County	screen normally.	within forty-eight (48) hours. If it is not technically feasible to so correct such Deficiency within such time period, CONTRACTOR shall, as soon as possible but in no event later than seventy-two (72) hours of such notice, provide a workaround acceptable to COUNTY's Project Director.
4	A request for information or assistance that is not of a serious nature, but that cannot be handled immediately over the phone. A Deficiency exists but does not impede any functionality or performance. Fixed in next major release if reported prior to the release cut-off date. Prior to that, it may be fixed in the maintenance process and made available to County.	<ul style="list-style-type: none"> User detects that the default workflow is not bringing in the correct screens, prompts, or result or a business rule is not working correctly. A workaround is established but further investigation is required to detect the breakdown reason. 	Fixed in next major release if reported prior to the release cut-off date. Prior to that, it may be fixed in the maintenance process and made available to County.

4.4.2.1.2 Updates

Updates shall be provided to COUNTY at no cost to COUNTY. CONTRACTOR shall install such Update, unless COUNTY declines same, if in COUNTY's sole judgment the Update would cause COUNTY to incur any cost or expense.

4.4.2.2 Help Desk Services

"Help Desk" services or "Support" shall be provided by CONTRACTOR with "Dedicated" staff during the Initial Term and the Renewal Terms. Dedicated Help Desk staff shall consist of at least two (2) full-time CONTRACTOR personnel dedicated to provide Support for COUNTY only.

4.4.2.2.1 CONTRACTOR shall provide on-site support and telephone support consisting of answers to questions concerning the System, assistance in solving problems encountered in COUNTY's use of the System and for the reporting and correction of suspected Deficiencies. ("Support") from 8AM to 5PM PST, Monday through Friday, except on COUNTY holidays. Such availability is herein referred to as the "Available Time." CONTRACTOR shall also have personnel on call outside of the Available Time during which time COUNTY may request assistance. Assistance, both in and outside of the Available Time, shall be provided as set forth below:

Tier 1: CONTRACTOR shall support, use and maintain the COUNTY's designated Help Desk Software for Issue Tracking as its primary means of communication between CONTRACTOR and COUNTY for error resolution. COUNTY's Help Desk Software access will be provided to CONTRACTOR and will be administrated by COUNTY.

Tier 2: In the event that the COUNTY Help Desk software is temporarily unavailable, the following support services shall be provided by CONTRACTOR. CONTRACTOR shall provide to COUNTY, and keep current, a list of persons and telephone numbers, cellular phone numbers and email addresses ("Calling List") for COUNTY to contact for Support. Such Calling List shall include: (1) the first person to contact for the answer or assistance desired, and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired.

4.4.2.2.2 If COUNTY desires assistance; COUNTY shall contact CONTRACTOR's telephone Support or email support service in accordance with the Calling List. CONTRACTOR shall make best efforts to respond to COUNTY's initial contact with offsite telephone or email consultation, assistance and advice relating to Support of the System within thirty (30) minutes of COUNTY's first call and, in any event CONTRACTOR shall respond within two (2) hours. CONTRACTOR's response time for the correction of Deficiencies and escalation procedures related to COUNTY Support service requests shall be as set forth in this Agreement. The Calling List will be on file with the County's Project Manager.

4.4.2.3 Upgrades

When available, CONTRACTOR shall offer to COUNTY each Upgrade (other than specific Upgrade Projects requested by COUNTY in accordance with Subsection 6.7 hereof), which COUNTY shall have the right, in its sole and absolute discretion, to accept or reject. In the event COUNTY accepts an Upgrade, COUNTY shall pay for such Upgrade and CONTRACTOR's fees for installation of the Upgrade, preparation of training materials and training of such COUNTY staff as designated by COUNTY; provided, however, that the total cost and fees payable by COUNTY for such Upgrade, installation, training materials and training shall not exceed the estimate previously quoted by CONTRACTOR in its offer. Documentation for Updates and Upgrades will be provided as part of each release and fully describe all changes in such release. Additional defect and Error corrections will be included in releases, as dictated by testing requirements and magnitudes of the required change. CONTRACTOR shall make available updated versions of the Third Party Software components of the System as necessary to maintain compatibility with CONTRACTOR components of the System and shall maintain such updated versions in accordance with the provisions hereof. For special processes or events concerning Upgrades, as determined by COUNTY in its reasonable discretion, a highly qualified senior personnel of CONTRACTOR will be assigned 24 X 7 beeper/cell phone support to COUNTY, for the duration of that activity. Some examples of beeper/cell phone support uses for special processes or events concerning Upgrades include, without limitation, implementing new functional processes for the first time in a production environment, and year end processing.

4.4.3 Additional Support Services

4.4.3.1 System Maintenance Services. As part of the Support provided hereunder, CONTRACTOR shall provide Maintenance Services with respect to the System, including without limitation the tasks set forth in Exhibit K (Maintenance Services) to this Agreement.

4.4.3.2 Database Maintenance and Support Services. As part of the Support provided hereunder, CONTRACTOR shall maintain development, test and production database environments and shall perform database maintenance tasks ("Database Maintenance and Support Services") that include, but are not limited to, the tasks set forth in Exhibit L (Database Maintenance and Support Services) to this Agreement.

4.4.3.3 Data Warehouse Support. CONTRACTOR will provide data warehouse support services with regard to the System, which include acting as a technical resource for the operational system (RMIS), and CONTRACTOR will provide ongoing knowledge transfer to COUNTY about the existing RMIS architecture as the data warehouse expands. CONTRACTOR shall also provide advice regarding the effects of the Upgrade Projects on the RMIS data warehouse as such Upgrades are being designed and implemented over time.

4.4.3.4 Software Migration Services. CONTRACTOR will plan and implement RMIS software and database migration to any new CONTRACTOR approved COUNTY equipment as mutually agreed to with COUNTY's Project Director.

4.4.4 Fees

4.4.4.1 Annual charges for Dedicated Help Desk shall be payable in arrears in equal monthly installments for each Renewal Term, or if COUNTY elects to secure the same on a time-and-materials basis, billings shall be monthly in arrears upon completion of such services, and COUNTY shall pay same within thirty (30) days of COUNTY's receipt of the invoice. In no event will the fees and rates exceed those outlined in the Maintenance Fee Schedule (Exhibit E).

4.4.4.2 During any given Renewal Term (as defined in Subsection 4.4.1), the total of all amounts paid by COUNTY for Corrective Actions shall not exceed the lesser of Nine Hundred Forty Eight Thousand Dollars (\$948,000) or, if COUNTY elects to secure Corrective Actions on a time-and-materials basis, the hourly rate set forth in Exhibit E, Maintenance Fee Schedule, times the number of hours expended in providing Corrective Actions, up to a maximum price of Nine Hundred Forty Eight Thousand Dollars (\$948,000). The fees for Dedicated Help Desk Support are as set forth in Exhibit E (Maintenance Fee Schedule).

4.4.5 Limits

CONTRACTOR has no obligation to provide the services described in this Agreement if:

- 1) COUNTY fails to keep the system configuration in satisfactory operating condition;
- 2) COUNTY does not comply with its obligations under this Agreement; or
- 3) COUNTY fails to operate the System in accordance with the instructions contained in the Documentation supplied by CONTRACTOR.

4.4.6 Termination

COUNTY shall have the right, in its sole and absolute discretion, to terminate any and all Corrective Action, Support and other services under this Subsection 4.4 by providing written notice thereof to CONTRACTOR, which termination shall become effective upon CONTRACTOR's receipt of the notice.

2.2.2 Maintenance and Support Fees. Exhibit E (Maintenance Fee Schedule) of the Agreement is hereby deleted in its entirety and the attached Exhibit E (Maintenance Fee Schedule) is hereby inserted in its place.

2.2.3 New Maintenance and Support Exhibits. The attached Exhibit K (Maintenance Services) and Exhibit L (Database Maintenance and Support Services) are hereby incorporated into and made part of the Agreement.

2.3 Other Amendments to Agreement.

2.3.1 Contract Sum. The first paragraph of Subsection 7.2, 7.2(A), 7.2(B), and 7.2(C) of the Agreement are hereby deleted in their entirety and the following inserted in their place:

"7.2 Notwithstanding any provision to the contrary, expressly or by implication, the Contract Sum for this Agreement authorized by COUNTY hereunder, including, without limitation, all applicable taxes, shall not exceed Fifteen Million Dollars (\$15,000,000) and will be comprised of the amounts set forth below: The parties acknowledge that as of the Amendment No. 2 Effective Date, Two Million, Six Hundred Seventy Four Thousand, One Hundred Sixty Seven Dollars (\$2, 674, 167) of the Contract Sum has been earned and paid under this Agreement, and the remainder of Twelve Million Three Hundred Twenty Five Thousand Eight Hundred Thirty Three Dollars (\$12,325, 833) is hereby authorized as set forth below.

(A) Six Million, Six Hundred Thirty Seven Thousand Eight Hundred Thirty Three Dollars (\$6,637,833) shall be payable in accordance with Work Orders for Upgrade Projects the System and all work performed thereunder.

(B) Five Million, Six Hundred Eighty Eight Thousand Dollars (\$5,688,000) for maintenance and repair services under Subsection 4.4. As part of such aggregate amount, during any given Renewal Term (as defined in Subsection 4.4.1), the total of all amounts paid by COUNTY for Corrective Actions or other Support shall not exceed the lesser of Nine Hundred Forty Eight Thousand Dollars (\$948,000) or, if COUNTY elects to secure Corrective Actions or other Support on a time-and-materials basis, the hourly rate set forth in Exhibit E (Maintenance Fee Schedule) times the number of hours expended in providing Corrective Actions or other Support, up to a maximum price of Nine Hundred Forty Eight Thousand Dollars (\$948,000). The fees for Dedicated Help Desk Support are as set forth in Exhibit E (Maintenance Fee Schedule).

2.3.2 Additional County Terms and Exhibits. The attached Exhibit J (Additional Mandatory Terms), Exhibit M (CONTRACTOR Employee Jury Service), Exhibit N (Surrendered Baby Law) and Exhibit O (CONTRACTOR Employee Jury Service Program Certification Form and Application for Exception) shall be incorporated into the Agreement in its entirety as new Exhibits J, M, N, and O, respectively.

2.3.3 Modifications to Section 2.

2.3.3.1 COUNTY's Project Manager. The following shall be added at the end of Subsection 2.2.3 of the Agreement:

"Specific duties will include, but are not limited to (a) monitoring CONTRACTOR's performance in the daily operation of this Agreement, (b) providing direction to CONTRACTOR in areas relating to policy, information and procedural requirements; and (c) preparing Change Notices and Work Orders in accordance with this Agreement, Section 6.0, Change Notices and Amendments."

2.3.3.2 Use of COUNTY Facilities. The following shall be added as a new Subsection 2.7 of the Agreement:

"In order for CONTRACTOR to perform services hereunder and only for the performance of such services, COUNTY will, subject to COUNTY's standard administrative and security requirements, provide CONTRACTOR with office space, parking, and equipment, as determined in the sole judgment of COUNTY's Project Director, at COUNTY Facilities, on a non-exclusive use basis. COUNTY shall also provide CONTRACTOR with reasonable telephone service in such office space for use only for purposes of the Agreement. CONTRACTOR shall not in any way physically alter or improve any COUNTY Facility without the prior written approval of COUNTY's Project Director and COUNTY's Director of Internal Services Department, in their sole discretion."

2.3.3.3 COUNTY Program Directors. The following shall be added as a new Subsection 2.8 of the Agreement:

"COUNTY's Program Directors for this Agreement shall be the Chief Administrative Officer and the County Counsel. COUNTY's Program Directors shall jointly have the responsibility to approve and execute all Work Orders prepared under this Agreement in accordance with the provisions of Section 6.7 of this Agreement and Exhibit I (Work Order Implementation Process for Certain Upgrades to System). In the absence of either or both such appointed officers, the COUNTY's Program Director(s) shall be the Interim or Acting such officer(s)."

2.3.4 Modifications to Section 3.

2.3.4.1 CONTRACTOR's Project Manager. The following shall be added as a new Subsection 3.2.4 of the Agreement:

"CONTRACTOR's Project Manager or designated alternate shall be available full-time. COUNTY must have access to CONTRACTOR's Project Manager during all hours, 365 days per year. CONTRACTOR shall provide a telephone number where CONTRACTOR's Project Manager may be reached on a twenty-four (24) hour per day basis. COUNTY will require that CONTRACTOR's Project Manager be on COUNTY Facilities monthly or as needed which shall be as defined by the COUNTY Project Manager. CONTRACTOR's Project Manager shall act as a central point of contact with COUNTY. CONTRACTOR's Project Manager shall demonstrate previous experience in the management of work requirements for projects similar in size and complexity. CONTRACTOR's Project Manager shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Agreement."

2.3.4.2 CONTRACTOR Staffing Requirements. The following shall be added as a new Subsection 3.3.7 of the Agreement:

"CONTRACTOR shall assign employees to perform work in accordance with Section 4, and in accordance with personnel meeting the qualifications set forth in Exhibit P (Key Personnel and Staffing), and including the Key Personnel identified therein. At least one employee on site shall be authorized to act on behalf of the CONTRACTOR during critical periods defined by the COUNTY's Project Manager. Proposed and approved staffing under this Agreement indicated must be filled with qualified CONTRACTOR personnel at all times. If at any time during the term hereof, there are fewer CONTRACTOR staff than indicated on Exhibit P (Key Personnel and Staffing), and such vacancies are not filled within sixty (60) days, then ten percent (10%) of the total monthly fee attributable to Support will be deducted if the project manager position is not filled. Five percent (5%) of such total monthly charges will be deducted for any additional staff position that is not filled within sixty (60) days. For purposes of this Subsection, a single person must hold the position during such period for the position to be considered "filled." Only one staff member can be named in one position at a time. Several staff may be allocated to one designated position. CONTRACTOR will provide monthly timesheet reports to COUNTY of all personnel providing services on projects under this Agreement. COUNTY may have the right to review all timesheets, with other clients hours reported in aggregate in comparison with hours spent on COUNTY time. CONTRACTOR and COUNTY agree that (a) failed, delayed, and/or improper performance by CONTRACTOR as described in this Subparagraph 3.3.7 will cause damages to COUNTY which are uncertain and would be impractical or extremely difficult to ascertain, and COUNTY may assess and if assessed, CONTRACTOR promises to pay to COUNTY the amounts described in this Subparagraph 3.3.7 as liquidated and agreed damages, and not as penalties; and (b) the liquidated damages set forth in this Subparagraph 3.3.7 represent fair and reasonable compensation for COUNTY damages, in conformity with California Civil Code Section 1671, incurred in case of failed, delayed, or improper CONTRACTOR performance.

2.3.4.3 Dress Code for Personnel at COUNTY Facilities. The following shall be added as a new Subsection 3.3.8 of the Agreement:

"CONTRACTOR employees assigned to COUNTY Facilities shall wear appropriate business attire at all times. Such business attire shall consist of either a shirt bearing the company name and logo or conservative business casual attire. All business attire will be subject to the approval of the COUNTY's Project Directors or their designee. CONTRACTOR shall require every on-duty employee to wear a visible photo identification badge (as provided by COUNTY) identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is in a COUNTY Facility."

2.3.4.4 CONTRACTOR Office Availability. The following shall be added as a new Subsection 3.3.9 of the Agreement:

"CONTRACTOR's offices shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about CONTRACTOR's performance under the Agreement. When CONTRACTOR's office is closed, an answering system shall be provided to receive calls. CONTRACTOR shall answer calls received by the answering system within two (2) hours of receipt of the call."

2.3.5 New Exhibits: The attached Exhibit P (Key Personnel and Staffing) is hereby incorporated into the Agreement.

2.3.6 Section 18: The following language shall be inserted at the end of Section 18. "Notwithstanding the above, throughout the term of this Agreement and upon written notice to CONTRACTOR, COUNTY may review and adjust at any time the types and limits of insurance coverage required under this Agreement to a commercially reasonable level."

3. **OTHER TERMS.** In all other respects the Agreement remain unmodified and in full force and effect. In the event of any inconsistency between the terms and conditions of this Amendment No. 2 and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 2 shall govern and control.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment No. 2 to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer, and CONTRACTOR has caused this Amendment No. 2 to be subscribed on its behalf by its duly authorized officer, this ____ day of ____, 2004.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

Executive Officer and Clerk
Board of Supervisors of the County of Los Angeles

By: _____
Deputy

CONTRACTOR
RISK TECHNOLOGIES, INC.,
A Texas corporation

By: CL A
Name: Chuck Allen
Title: President
11-18-04

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By: [Signature]
John L. Geiger
Senior Deputy County Counsel

SCHEDULE 1

ATTACHMENT A-1 MASTER SCOPE OF WORK FOR UPGRADE PROJECTS

This Master Scope of Work provides a general description of the planned activities for the Upgrade phase of the Agreement, including:

- Identification of the major Upgrades to be implemented (A detailed description of these Deliverables is provided in Attachment A –2 – Deliverables Definition to this Master Scope of Work, and in the remaining sections of this Master Scope of Work.
- An overview of the major tasks, milestone Deliverables and timelines proposed for the project implementation for the major Upgrades and subsequent Work Orders.
- An Outline of Business Requirements to be addressed by the CONTRACTOR in a version release style timeline.

Each Upgrade Project will be embodied in a Work Order executed by both parties. Each Work Order shall conform to the requirements of this Schedule 1, and shall contain its own Appendix A (Statement of Work), Appendix B (Schedule of Deliverables and Payments) and Appendix C (Project Control Document).

For each Upgrade Phase indicated, CONTRACTOR will perform the tasks outlined below and deliver each Deliverable for County approval and acceptance.

The payment schedule for a milestone Deliverable or Deliverables of each Upgrade phase shall be incorporated into the Work Order, consistent with the overall schedule set forth in this Master Scope of Work. The total amount indicated for each phase is a not to exceed maximum amount that can be paid to CONTRACTOR. As further contemplated in Section 8.0 of the Agreement, COUNTY shall institute a 10% payment withhold of each approved invoice until that Upgrade phase is uploaded to the County's servers and has been tested and accepted by County. Release of the 10% withhold is contingent upon successful completion of the Upgrade Phase. CONTRACTOR must receive County approval for Deliverable acceptance and payment.

Upgrade phase tasks may be simultaneously in progress and can be canceled or changed by the County Program Directors via the change order process set forth in Section 6 of the Agreement.

Additional Upgrades may be identified by the County and mutually agreed upon by CONTRACTOR and County Program directors in accordance with the provisions of Exhibit I and Section 6 of the agreement. Work Orders may be written against the maximum contract amount for Upgrade Projects as set forth in Subsection 7.2(A) of the Agreement. Work Orders may be simultaneously in progress. Payments due under each Work Order may not exceed the maximum amount indicated therein.

For each Work Order, the following Upgrade Project Phases shall apply:

1. ANALYSIS PHASE

Deliverable 1: REQUIREMENTS DOCUMENT

Payment: 20% of the total specified Work Order amount

Task 1.1 Meet with County Project Manager

CONTRACTOR will review the list of Business Requirements provided by the County for each draft version release. CONTRACTOR will take the County's list of Business Requirements and meet with the County Project Manager, Department Project Manager and others as requested by County Project Manager to combine, limit, prioritize and finalize the set of Requirements that can be addressed during each version release.

Task 1.2 Develop Scope of Upgrades

Through a series of successive meetings with County Departments and County Project Manager, CONTRACTOR will develop a draft document that outlines the prioritized requirements, the projected implementation Deliverables and timetable. The document may break down Deliverables of Upgrades in a version release style timeline.

2. DESIGN PHASE

Deliverable 2: Draft Project Control Document:

CONTRACTOR will develop and maintain throughout the Upgrades period a Project Control Document (PCD). The purpose of the PCD is to bring together key planning and control documents and serves as the basis for defining how the project team will carry out the Upgrade project administration and management activities. Components of a completed draft PCD for County acceptance include:

- Draft Timeline for completion and delivery of Upgrades
- Draft Project Plan that includes a high level the modifications necessary for the system to support the County's business requirements which establish the scope of work.
- Work Flow Design documentation for the proposed Upgrades
- Functional Specifications which will include at minimum, descriptions and or proposed solutions for the following:
 - Explanations on how the CONTRACTOR will meet the County's requirements
 - Description of the method or approach to address the requirements
 - Inclusion of the specific System Requirements that are being addressed
 - Assessment of System Integration and migration compatibility as applicable to any Interfaces or output to the County's future RMIS data warehouse
 - Solutions and proposals for addressing any Security issues that these Upgrades may affect. What about concerns on Confidentiality?

Payment: 20% of the total specified Work Order amount

CONTRACTOR will at minimum perform the following sub-tasks in order to develop and maintain the Project Control Document:

2.1 Project Planning

CONTRACTOR will translate the requirements document into a set of more detailed project tasks, which will include high level task summaries and detailed methodologies for completing the functional and technical tasks to support these requirements. Prioritization of these Upgrades on the timeline will be approved by the County's Program Directors.

2.2 Functional Analysis

CONTRACTOR will participate in multiple Design Sessions with COUNTY Project Manager and/or COUNTY departments to document and assess the technical scope of the Upgrades to be made to the then current RMIS system. CONTRACTOR will participate in as many sessions as deemed necessary by the COUNTY Project Manager. CONTRACTOR will also direct prototyping sessions (application design sessions) to demonstrate the Upgrade that maps to item(s) on the COUNTY's list of Business Requirements and get additional input from COUNTY to accurately respond to the stated COUNTY Business Requirements.

CONTRACTOR will maintain documentation on each session with responses to the COUNTY's feedback during these sessions and provide copies to the COUNTY Project Manager. Results from these meetings will be incorporated into the PCD as the Project Plan.

3. DEVELOPMENT PHASE

Deliverable 3: Draft Technical Specifications

CONTRACTOR will develop and maintain throughout the Upgrades period a working set of Technical Specifications of the proposed Upgrades. Components of the completed draft Technical Specifications to be presented to the COUNTY for Acceptance include at a minimum the following:

- Draft Technical Specs / Documentation of Each Upgrade
- Testing Scripts for each Upgrade
- System Interface Strategy
- Transition Strategy
- Reporting Strategy (to the COUNTY's Data Warehouse)
- Protocol and Plan for Train the Trainer Sessions and Implementation of On-line help to COUNTY
- Specific translation of the Technical changes will directly affect the COUNTY's Data Warehouse and the technical directions that will be necessary to make during the Data Staging Phase

Payment: 30% of the total specified Work Order amount

CONTRACTOR at minimum will perform the following sub-tasks in order to develop and maintain the Technical Specifications are:

3.1 Application Upgrade (modifications)

CONTRACTOR will develop the enhanced user interface configurations, application customizations, system interface processes, and reports and forms to support the COUNTY's Business Requirements.

3.2 Technical Documentation

CONTRACTOR also will create and maintain working documents that utilize mock screen shots and technical documentation of the changes to be made to the system both on the front-end and back-end of the database and application. CONTRACTOR will produce and maintain all technical documentation of the RMIS system, including the current technical architecture of the system, and of all current and future system interfaces to RMIS. CONTRACTOR will provide adequate feedback/input into any proposed change in technical architecture of RMIS that would benefit or adversely effect COUNTY use of the system, including the effects of the RMIS data warehouse.

3.3 Technical Resource for RMIS and the COUNTY Data Warehouse

CONTRACTOR will be responsible for working closely with COUNTY staff and its agents to document, prepare and support the changes in the COUNTY's data warehouse which will be commensurate with the changes made to the operational database during the Upgrade phase (RMIS).

4: TESTING PHASE

Deliverable 4: Successful Completion of Version Testing

CONTRACTOR will demonstrate, document and present to the COUNTY Project Manager successful testing, debugging, and or modifications for each Upgrade produced by CCONTRACTOR. Testing requirements shall include, but will not be limited to:

Tests to be performed of each Upgrade (Pre-Delivery)

- Functionality testing- testing to see if the design meets the function requirements from the specifications
- Unit Testing – Testing to see if the program functions accurately and as expected on a stand alone basis
- Integration
 - Compatibility testing—testing to see if the new function works in a newer program environment
 - Regression Tests—Testing to see if the program that functions in the unit test environment also functions in the COUNTY environment
- Recovery testing
- Performance Testing – Testing for adherence to the performance measures as outlined in the primary agreement
- Security Testing – Testing the security roles within the application
- Concurrent testing- how well does the system handle multitasking, communication and synchronization between tasks.

Additionally, CONTRACTOR will test and confirm the success of each Upgrade through the following tests (Post-Delivery):

- Unit Test
 - Test each Deliverable or component thereof within the Upgrade Project as CONTRACTOR completes it. Do this testing before integrating any software
- Integration Test
 - After commencing the combination of such Deliverables into any applicable interoperable modules, CONTRACTOR shall test each such module thoroughly with particular attention to regression testing.
- Beta Test (system test released to a control group of end users).

4.1 Test Script Development

CONTRACTOR will develop and maintain testing scripts which will be used as a component of the testing and final acceptance of the Upgrades. CONTRACTOR will correct any errors that arise out of test failure. CONTRACTOR will provide additional programming if necessary to appropriately achieve system Upgrade acceptance. The following test Scripts shall be developed:

4.2 Integrated System Test

Internally, CONTRACTOR will perform testing to ensure that each component built meets the COUNTY's expectations in terms of COUNTY business requirements, features and functionality. These

requirements and processes will become test conditions and will be grouped into test cycles. Test cycles are logical groups of test conditions. CONTRACTOR shall develop test scripts to define steps, input data and expected output for all of the integrated system test conditions after confirming that each component functions properly.

4.3 Performance Test

Performance measures of the system test the speed of the application during periods of high volume transaction updates. System must meet or exceed the performance measure as outlined in Attachment I, Exhibit A of the Agreement.

5. IMPLEMENTATION PLANNING

Deliverable 5: Draft Timeline and strategy for Upload of Version Release to COUNTY Servers

Payment: 10% of the total specified Work Order amount

CONTRACTOR will meet with COUNTY Project Manager to plan and finalize the schedule of version releases as they are completed by the CONTRACTOR. Strategy may include discussion of one or more of the following subjects:

5.1 Implementation Assessment

CONTRACTOR will draft strategies to support the implementation of the Upgrade.

5.2 System Interface Strategy:

Proposed strategy, testing and timeline for implementing the interfaces to other COUNTY systems.

5.3 Transition Strategy of the Upgrades:

Proposed strategy, testing and timeline for implementing Upgrades, which takes into account the cause and effect of the order of uploading Upgrades

5.4 Reporting Strategy (to Cognos)

Proposed strategy, testing and timeline for updating the RMIS Cognos metadata/ data warehouse and related cubes and/or securities

5.5 Training of COUNTY Trainers on how to utilize the new Upgrades.

CONTRACTOR will add user friendly on-line help that will assist the end-user with step-by step instructions on how to use the enhanced functions.

6. VERSION RELEASE AND DELIVERY TO COUNTY

Deliverable 6: Delivery of the completed version release and upload to COUNTY Servers

Payment: 10% of the total specified Work Order amount

Preparation and execution of the upload shall include but are not limited to the following tasks:

6.1 Production Cut-over

CONTRACTOR shall prepare a Production Cutover Script, which shall define the sequence and timing of events and activities, such as (If applicable):

- Production cutover scripts
- Configuration of production database and environment (if required)

- Software migration
- System table configurations
- Batch processing
- CONTRACTOR and COUNTY staffing requirements for the cutover

6.2 Post Implementation Support

CONTRACTOR shall provide appropriate onsite and/or staffing for the following activities after the upload of the Upgrades:

- Resolving end user incidents
- Resolving operations-related incidents
- Coordinating incident resolution between CONTRACTOR staff and COUNTY
- Facilitating knowledge transfer from CONTRACTOR staff to COUNTY functional and technical staff assigned to RMIS

6.3 1099/Annual Close Monitoring

CONTRACTOR shall provide appropriate onsite staffing during the COUNTY's year-end closing activities to ensure that the COUNTY's closing requirements are met. CONTRACTOR shall also provide assistance for the smooth transfer of data to COUNTY Auditor for 1099 reporting purposes as directed by the COUNTY Project Manager.

**SCHEDULE 1
ATTACHEMENT A-2**

DELIVERABLES DEFINITION

The Upgrade Project cost estimates are based upon the amount of time dedicated to the development, enhancements and corrections of the system already performed over the past year and a half. Additionally, discussions with the Risk Management group and other County entities were factored in as well.

Category	Description	Categories	Cost
A	E-Caps	XML Outputs	\$ 150,000
B	System Wide Improvements	<p><i>Incidents</i></p> <ul style="list-style-type: none"> • New workflows • Employee Injury Report/Accident Report 1099 • Exception report <p><i>General Functionality</i></p> <ul style="list-style-type: none"> • Access files from different locations • Dev-site: change color/look & feel • Business rules for auto email • "Tab" & "Enter" button preferences <p><i>My Page</i></p> <ul style="list-style-type: none"> • Advanced Search, edit sql statement <p><i>Help</i></p> <ul style="list-style-type: none"> • Error messages with paths to help facilities <p><i>Form Letters</i></p> <ul style="list-style-type: none"> • Update capabilities 	\$ 375,000
C	User Group Additions	Add identified user-groups such as the Auditor - Controller Warrant Division and their functional requirements relating to RMIS	\$150,000 (Per User Group)
D	County Counsel	<p><i>Legal Screen</i> (within Claim tab)</p> <ul style="list-style-type: none"> • Usability • Function • Creation (wizard) • Litigation Wizard • Change header "County Entity" to "County Defendant" • Add indication (either <u>individual</u> or official capacity) <p><i>Other File Types</i> (Matters)</p>	\$ 375,000

- Add cause of loss codes
- Wizard (House Counsel)
- Wizard (Non-Litigation)
- Abstract templates for other coverage

Time-Billing

- Schedule posting w/management approval & process exceptions process
- New timecard format.
- Entry of activities by code.
- Time-Billing transferred files automatically post to new file number.
- Change time entry display.
- Check claim to verify billable/non-billable
- Across division view/edit capability.

E Third Party Administrator

\$ 300,000

Diaries

- Check all (Select all + submit)

Contacts/Vendors

- Presentation
- Maintenance
- Hold/Approval function when adding new entity
- Law firm views

Payments

- Screen redesign (different views, w/subtotaling)
- Add "historical" view of replenishment / check register reports.
- Electronic approval of payments by attorneys and financial supervisors.

Reserve Worksheets

- Paid to Date by reserve category.
- "Add new" reserve worksheet button
- Remove previous comment
- Pre-Fill new worksheet w/previous worksheet, with edit buttons for each field

File Administration / Claim Management

- New sub-file, pre-fill w/original file
- Coverage change
- Claim Setup Wizard
- Entire file is billable/non – billable

F	Administration	<u>Administration</u>	\$200,000
		<ul style="list-style-type: none"> • Locking files (no edits allowed) • Updating of code tables (option to “update-all” transaction) • Export/Print to Excel • Active/Inactive • “Institutional” importance files • Pending new user request, creation of new users to pre-fill w/requested information (reflect as new users). • “Expand all” when displaying folders • Dept > auto-numbering, Fund > auto-numbering} • Code table (Search/Sort) • Change coverage w/wizard to reflect changes with certain fields.(auto note to file recording coverage change) • Typical data updates, toolbox, or hotkeys. 	

EXHIBIT E
MAINTENANCE FEE SCHEDULE

Dedicated Help Desk Support:

\$948,000 per year, to be paid in monthly increments (of \$79,000 each) in arrears.

Time and Materials:

Title	Hourly Rate
Senior Project Executive	\$200
Project Director	\$175
Project Manager	\$175
Lead Developer	\$150
Database Administrator	\$150
Developer	\$150
Business Analyst	\$75

EXHIBIT I
WORK ORDER IMPLEMENTATION PROCESS FOR CERTAIN UPGRADES TO SYSTEM

1. In accordance with Subsection 6.7 of the body of this Agreement, each COUNTY department seeking a Work Order hereunder (each a "**COUNTY Department**") shall be responsible for starting the Work Order process by identifying its Business Requirements in functional terms, where possible. In any event, the COUNTY Department shall describe its need as specifically and accurately as possible. For purposes of this Agreement, a statement of Business Requirements shall contain the following information: (a) the necessary level of detail for CONTRACTOR to deliver the specified upgrade, and (b) sufficient detail to support the acceptance of the delivered upgrade. Business Requirements can be categorized as: (i) functional - stating what the application will do (such as process requests for payment), or (ii) nonfunctional - quantifiable statements specifying how a functional requirement is to be provided, how well or to what level. Business Requirements must be described in quantifiable or measurable terms so it can be tested and accepted more easily. A statement of business requirements should also contain a description of (1) what the requirement is (functional/nonfunctional aspects) (2) who requires it within the COUNTY, (3) when they require it, and (4) why it is needed and how important the requirement is to the applicable COUNTY department or organization.
2. The COUNTY Department through its Director shall submit its request to COUNTY's Program Directors with a copy to COUNTY's Project Manager. If COUNTY's Program Directors, in their sole discretion, determine that the System should be altered in accordance with the request by the COUNTY Department, then COUNTY Program Directors shall notify the COUNTY Department Director that a Work Order to this Agreement must be prepared.
3. The draft Work Order shall be prepared by the COUNTY Department with the assistance of COUNTY's Project Manager, and shall include all of the items listed below. When the COUNTY Department's Project Director (who is, and hereafter will be referred to as, "COUNTY's Department Project Director" for the Work Order in question) determines that the draft Work Order is accurate and complete, COUNTY's Department Project Director shall submit the draft Work Order to COUNTY's Project Manager for review and approval. COUNTY's Project Manager shall verify that the COUNTY Department has sufficient funding for the scope of the draft Work Order and shall submit the draft for approval by COUNTY'S Program Directors.
4. If and when COUNTY's Program Directors have approved the draft Work Order, COUNTY's Project Manager shall then request a proposal from CONTRACTOR to meet the need for the work that the COUNTY Department has identified in the draft Work Order and in the COUNTY Department's written description of its need. COUNTY's Department Project Director, with the assistance of COUNTY's Project Manager, shall be responsible for answering CONTRACTOR's questions regarding the draft Work Order.
5. CONTRACTOR shall be required to schedule all meetings as necessary to make sure that CONTRACTOR fully understands the COUNTY Department's needs before preparing a proposal. CONTRACTOR shall submit its proposal to COUNTY's Project Manager and COUNTY's Department Project Director.
6. Upon receipt of CONTRACTOR's proposal, COUNTY's Project Manager shall review the proposal and shall confer with COUNTY's Department Project Director and others, including

CONTRACTOR, as necessary, to ensure that the proposal meets the functional requirements of the COUNTY Department's needs and all of COUNTY's requirements.

7. In order to meet the COUNTY Department's functional requirements, the proposal must include all elements of the COUNTY Department's technical needs. Each Work Order shall be performed on a fixed price basis. CONTRACTOR shall state the firm, fixed price for the draft Work Order.
8. COUNTY Department and CONTRACTOR shall meet and confer to incorporate CONTRACTOR's proposal into the COUNTY Department's draft Work Order. CONTRACTOR shall be responsible for arranging for all meetings that are necessary at no cost to COUNTY. COUNTY's Project Director and/or COUNTY's Project Manager, in their discretion, may attend any meeting.
9. COUNTY's Project Manager shall assist the COUNTY Department in its meetings and negotiations with CONTRACTOR, and in preparing the draft Work Order, including all Exhibits, as well as the final proposed Work Order, including all Exhibits. COUNTY'S Project Manager shall submit the draft Work Order for review by other appropriate COUNTY Departments as directed by COUNTY'S Program Directors.
10. If and when COUNTY's Project Manager has determined the proposed Work Order is complete, COUNTY's Project Manager shall submit the proposed Work Order to COUNTY's Program Directors who shall have responsibility for final approval and execution of the proposed Work Order, including all Exhibits following execution by CONTRACTOR'S authorized officials.
11. CONTRACTOR shall not be authorized to provide any work on any Work Order unless and until CONTRACTOR receives an approved Work Order executed by COUNTY's Program Directors.

EXHIBIT J
ADDITIONAL MANDATORY TERMS

64.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

64.1 Jury Service Program:

This Contract is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit I and incorporated by reference into and made a part of this Contract.

64.2 Written Employee Jury Service Policy.

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

65.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

66.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit N of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

67.0 RECORDS AND AUDITS.

67.1 CONTRACTOR shall maintain accurate and complete financial records of all of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance under this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any CONTRACTOR employee and would not subject CONTRACTOR to legal liability. All such material, including but not limited to all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter, unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

67.2 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise specifically regarding this Agreement, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller and COUNTY's Project Director within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall use reasonable efforts to maintain the confidentiality of such audit report(s).

67.3 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 67 shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate this Agreement.

68.0 COUNTY AUDIT SETTLEMENTS.

If, at any time during or after the term of this Agreement, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference, together with COUNTY's reasonable costs of audit, shall either be repaid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole option of COUNTY's Project Director, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Agreement or otherwise. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY, provided that in no event shall COUNTY's aggregate payments to CONTRACTOR exceed the Contract Sum identified in Section 7 (Contract Sum).

EXHIBIT K MAINTENANCE SERVICES

CONTRACTOR's Maintenance Services shall include, but are not limited to, the following tasks:

Definitions:

Reengineering: rebuilding a piece of software to make it more maintainable, or for some other purpose; often preceded by reverse engineering and any activity that improves one's understanding of software, or prepares or improves the software itself for increased maintainability, reusability, or evolvability, while preserving external behavior.

Restructuring: when opportunities for improvement in response and use arise during the normal course of programming, a transformation of a program from one representation to another at the same relative abstraction level, usually to simplify or clarify it in some, while preserving external behavior.

Reverse engineering: the process of analyzing a system's code, documentation, and behavior to identify its current components and their dependencies to extract and create system abstractions and design information. The subject system is not altered; however, additional knowledge about the system is produced. Re-documenting and design recovery are techniques associated with reverse engineering.

Assessing software complexity: assessing some measure of the mental effort required to understand a piece of software.

Preventative software maintenance: In a preventative maintenance regime, CONTRACTOR shall take measures that will help establish guidelines about how much complexity and/or deterioration of maintainability is tolerable. If a critical module becomes too complex under the guidelines, it should be considered for reengineering or restructuring.

Assessing Software maintainability: assessing some measure of the ease and/or risk of making a change to a piece of software. The measured complexity of the software is often used in quantifying maintainability.

Tracing the software function requirements to code: The ostensible purpose of documentation is to aid in understanding what the system does, and how the system does it.

Deliverable of Maintenance Services: CONTRACTOR shall provide to COUNTY at the earliest possible opportunity Up-to-date structure charts, and cross-reference lists derived directly from the programming code. CONTRACTOR shall provide these materials on a quarterly basis, or 30-days after an Update/Upgrade release. CONTRACTOR shall provide at minimum one annual set of reports no later than 395 days after the anniversary date of each Renewal Term start date.

RMIS Servers. County will be responsible for ongoing maintenance and keeping current the Risk Management Information System (RMIS) servers listed in Exhibit K-1. CONTRACTOR shall be responsible for maintenance and administrative functions that are not specifically listed in Attachment A as well as items mutually agreed upon with the COUNTY to ensure that the RMIS application is fully supported.

EXHIBIT K-1
RMIS SERVER MAINTENANCE SERVICES

INTERNAL SERVICES DEPARTMENT
INTERNET WEB HOSTING – DEDICATED SERVER
Description of Services

Initial Deployment and Setup

ISD/Midrange Computing

- Hardware Management
 - Assist customer with server sizing/configuration to meet application and Data Center requirements
 - Deploy Midrange-standard HP ProLiant BL (rank-mount blade) and DL (rack mount) servers
 - Install and configure HP ProLiant hardware
 - Provide hot swappable redundant power supplies with different power feeds
 - Provide shared keyboard/video/mouse (KVM) switch and shared keyboard/monitor for Data Center console access
- Operating System Software Management
 - Install and configure Midrange-standard Windows operating systems (currently Windows2000 server and Advanced Server)
 - Install Midrange-standard program products:
 - Microsofr Internet Information service web server
 - McAfee Netshield for virus protection
 - Compaq Insight Manager for monitoring general system health
 - NetIQ AppManager for monitoring the OS and application software
 - Comm Vault Galaxy for backup and recover
 - WinZip for file compression
 - Apply patches and service packs to the latest Midrange-standard level
 - Harden OS server security to ISD Data Security standards
 - Create up to 3 administrator accounts and up to 5 FTP accounts
 - Configure and schedule server backups
 - Configure IIS and create web site
 - Configure ODBC connectivity to database servers
 - Configure NetIQ to monitor system events
 - Configure Network Time Protocol for time synchronization
- Data Center Network Management
 - Connect and configure server to the Data Center network (dual 100mb Ethernet connections to redundant Cisco Catalyst switches)
 - Provision and configure IP address and DNS entries
 - Assistance with server placement (into firewall zones) to meet customer and security requirements
 - Configuration of firewalls for approved network traffic

ISD/Data Security

- Data Center Security Management
 - Review and approval for all internet applications traversing the firewalls

Ongoing Maintenance

ISD/Midrange Computing

- Hardware Management
 - Monitor hardware failure events with Insight Manager (24x7)
 - Maintain driver/firmware version control with Insight Manager
 - Maintain on-site inventory of HP ProLiant spare parts
 - Replace failed equipment with on-site spares
 - Maintain/upgrade server racks, shared KVM switches, shared keyboard and monitor, shared tape arrays and SAN storage, and the Data Center power infrastructure (including UPS)
 - Procure and install server upgrades
- Operating System Software Management
 - Tier-3 support for servers and infrastructure issues
 - Evaluate, test, certify, and deploy patches and upgrades to the Windows OS and supported products
 - Support and maintain Midrange-standard program products by installing new releases as necessary:
 - Microsoft Internet Information service web server
 - McAfee Netshield for virus protection
 - Compaq Insight Manager for monitoring the OS and application software
 - CommVault Galaxy for backup and recovery
 - Ongoing hardening of OS server security to ISD data Security standards
 - Schedule, perform, and monitor weekly full and daily incremental server backups
 - Offsite storage of pack up tapes
 - Recovery of files or servers from backups.
 - Manage and monitor as events with NetIQ AppManager.
 - Evaluate, procure, and install new management software for improved service and/or lower costs
 - Install and configure monthly WebTrends Internet usage reports to track external (public) usage of web pages and applications
- Data Center Network Management
 - Tier-3 support for servers and infrastructure issues.
 - Manage and monitor the data center network.
 - Maintain internal domain name services.
 - Manage and monitor the firewalls.
 - Maintain current security patches and operating system software for firewalls, local directors, and network switches.

Ongoing Maintenance (con't)

ISD/Data Security

- Data center security management
 - Make recommendations and issue standards for hardening of OS software or infrastructure to strengthen data center security.
 - Regular scanning of servers for vulnerabilities

ISD/Customer Assistance Center

- Customer notification of planned changes/outages.
- Log and track all problem calls (Tier-1 and Tier-2 support).

Vendor Hardware Support

- HP for Proliant Servers
 - 3 year warranty on parts
- Cisco for Network Infrastructure
 - 24/7 SMARTnet hardware and software support contract.
- SBC for Internet Connection
 - 24/7 monitoring of internet connections and hardware infrastructure.

EXHIBIT L

DATABASE MAINTENANCE AND SUPPORT SERVICES

CONTRACTOR shall maintain development, test and production Oracle database environments and shall perform database maintenance tasks with regard to the System that include, but are not limited to:

Day-to-day tasks

1. Maintaining development, test and production database environments, starting and stopping databases.
2. Monitoring the databases and optimizing database performance and use of resources, including selecting optimal physical implementations of databases.
3. Maintaining availability and integrity of databases, including referential integrity checking and multiple access schemes (locking).
4. Provide assistance installing database software, if necessary, with COUNTY systems programmers and network managers.
5. Monitoring and managing database backups and, when needed, restorations, big loads to databases and porting databases or parts of databases. Submit and implement/maintain database backup plans which will allow for the database to be recovered close to the point in time that a disaster or data corruption incident takes place and/or when system resources permit. (these are in addition to ISD's services)
6. Helping application programmers install and tune their database related programs, when possible, also giving guidance in effective use of database features.
7. Overseeing the maintenance of the database content with persons responsible for the application.
8. Creating and deleting databases and public database objects.

Planning tasks

9. Database capacity planning: processing capacity, storage capacity and back-up capacity.
10. Database security and integrity planning with COUNTY security experts, systems programmers and COUNTY network managers.
11. Reviewing and developing data models and database designs with CONTRACTOR development teams; entity-relationship models are used with relational databases, normalising, denormalising, indexing, and defining views.

System Tasks

12. **Space de-fragmentation:** System level space structures need attention from time to time. CONTRACTOR shall manage table spaces to reduce space fragments where possible, among other related activities such as the reorganization of tables and indexes.
13. **Data and Log Integrity checks:** CONTRACTOR shall ensure and verify that all the underlying file structures are available for use, that all databases are architecturally intact, and the data dictionary is consistent with itself and its accompanying database objects.

14. Memory maintenance: CONTRACTOR shall monitor and tune, improve, and maintain database server memory working with COUNTY personnel. Some tasks may include de-fragmenting tables or indexes as well as clearing the Oracle database server buffer, clearing the procedure cache and/or erase everything from the library memory code.

EXHIBIT M
CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. **Other Laws.** This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. **Collective Bargaining Agreements.** This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **Small Business.** This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT N
SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT O
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND
APPLICATION FOR EXCEPTION

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT P
KEY PERSONNEL AND STAFFING

Key Personnel:

1. CONTRACTOR Project Director - Ron Watts
2. CONTRACTOR Project Manager- David Whitesell
3. CONTRACTOR Database Administrator - David Sisco
4. CONTRACTOR Lead Programmer- Marcus Worley

Staffing Minimum Positions and Qualifications

Ron Watts – Program Director

The Project Director is responsible for overseeing the overall operations of RiskVision's initiatives and projects.

- Direct and coordinate internal project activities
- Direct project office organization and staffing
- Direct and participate in risk management and contingency planning
- Direct Quality Assurance
- Prepare Project Management reports
- Prepare periodic status reports
- Respond to special project requests
- Attend planning and management meetings
- Initial review of work products
- Provide final review for all project work products
- Provide final review for all project deliverables
- Perform administrative and contractual oversight
- Process and audit contract invoices, including ensuring schedules, budgets, performance and products are consistent with the contract

Minimum experience levels for the Project Director position is 8 – 10 years of managing multiple complex projects with a heavy emphasis on Property & Casualty insurance applications development.

David Whitesell – Project Manager

The Project Manager is responsible for the day-to-day management and operation of the project. Primarily focusing on the communication, risk assessment, issue determination and timely correction, resource allocation, and planning and status of projects.

- Manage the completion of COLA tasks and projects
- Manage the resources required to perform COLA project
- Provide training where required
- Establish and maintain quality assurance in project
- Develop project plans
- Define project success criteria and project constraints
- Complete and update weekly Project Status Reports (PSR)
- Develop detailed project plan, tailoring methodology to reflect project needs
- Ensure COLA management agree to and sign off on all project commitments and timelines
- Ensure that project plan is approved and base-lined
- Regularly review project status, comparing budgeted to actual values
- Ensure that as project plans are updated, they are signed off on by responsible COLA personnel
- Perform Project Quality Assessment reviews
- Document approved system changes with change document
- Obtain management and user approval of design, test, and implementation of completed projects
- Conduct and participate in JAD sessions
- Develop an action plan for any product that does not pass acceptance test
- Participate in contract monitoring and renewals
- Business Analyst position reports to Project Manager

Minimum experience levels for the Project Manager position is 8 – 10 years of managing multiple complex projects with a heavy emphasis on Property & Casualty insurance applications development.

Marcus Worley - Lead Application Developer

The Lead Application Developer is primarily responsible for working with the project manager in developing application program requirements and how they are applied to the system.

- Ensures the technical and business solution addresses the problem.
- Provide final recommendation for technical decisions
- Serve as chief technical advisor to the Project Manager
- Analyze existing and proposed systems
- Define system concept
- Define system quality attributes (capacity, availability, maintainability, etc.)
- Develop validation strategy for requirements and system
- Verify requirements feasibility from business and technical perspective
- Verify design feasibility from business and technical perspective
- Monitor system engineering activities
- Provide technical expertise
- Analyze technical impacts of the project
- Participate in project change control

Minimum experience levels for the Lead Application Developer position is 3 – 7 years of developing complex multi-line applications with a heavy emphasis on Property & Casualty insurance systems.

David Sisco - Database Administrator and Interface Manager

The Database Administrator and Interface Manager is responsible for coordinating and controlling interface requirements between the RMIS system and other systems both internal and external. The Database Administrator is responsible for maintaining, updating, and coordinating the database tables and structures.

- Define interface requirements
- Document interface requirements in the System Requirement Specification
- Assess impact of proposed changes to interfaces
- Review and approve internal interface design specifications
- Coordinate external interface definitions with external organizations
- Monitor coordination with client for testing of external interfaces
- Ensure operational requirements of external interfaces are met
- Responsible for database integrity.
- Provide second-level support for the project's network services
- Provide remote access to network for authorized individuals
- Administer appropriate network security
- Develop and maintain project tools and design documentation
- Develop and maintain network security documentation and training materials
- Provide support for project tools, utilities and automation needs
- Manage the project tools and utilities
- Ensure project IT infrastructure supports the project's computing requirements
- Research new technology and business solutions
- Ensure project's network security is appropriate for the information being managed

Minimum experience levels for the Database Administrator position is 3 – 7 years of administering complex multi-line application databases with a heavy emphasis on Property & Casualty insurance systems.

Jack Ogle - Quality Assurance Manager and Application Developer

The Quality Assurance Manager is responsible for overseeing and ensuring both product and process quality for the project. By reviewing process and product activities for adherence to standards and plans, it provides insight into the project and methods of doing business and level of control.

- Manage issues tracking and resolution.
- Coordinate activities between Project Manager and Developers
- Direct development of Process and Product Quality Assurance Plans
- Enforce project processes and standards
- Assist in communication with issue resolution
- Report issue resolution to Project Manager
- Communicate project goals to developers
- Participate in planning and management meetings
- Define system quality attributes (capacity, availability, maintainability, etc.)
- Develop validation strategy for requirements and system
- Verify requirements feasibility from a technical perspective
- Verify design feasibility from business and technical perspective
- Monitor developers issue resolution
- Monitor resolution of operations support problems
- Monitor Business Analysis providing direct support to users

Minimum experience levels for Quality Assurance Manager position is 2 – 5 years of testing and research, geared to complex multi-line applications with a heavy emphasis on Property & Casualty insurance systems.

Tim Nguyen - Application Developer

The Application Developer is responsible for creating computer code that adheres to the documented business requirements.

- Monitor application support procedures.
- Ensure quality control and configuration management processes and documentation.
- Design System reports and documentation.
- Monitor application design sessions and walkthroughs.
- Manage application change management process.
- Program requested application changes.
- Manage acceptance testing of application changes.
- Analyze change requests for impacts.
- Assist in preparation of change analysis package.
- Recommend priority of changes.
- Schedule application development resources.
- Schedule and facilitate application design sessions and walkthroughs.
- Participate in application design sessions.
- Design system change document formats.
- Design user screen displays.
- Ensure system changes adhere to appropriate project standards

Minimum experience levels for the Application Developer position is 2 – 5 years of developing applications in a complex environment with an emphasis on insurance systems.

Ken Fukuchi - Business Analyst

The Business Analyst is responsible for coordinating all customer support issues and efforts with the County and project staff. Performs analysis of change requests to the delivered software and ensure the design addresses the request and meets the appropriate standards for design, code and test.

- Manage user training and communication between Project Manager and client
- Provide customer services
- Coordinate customer service issues with County users
- Manage client communications
- Perform client service tasks
- Analyze change requests for impacts to project
- Assist in preparation of change analysis package
- Recommends priority of changes
- Schedules communications between projects' human resources
- Schedule and facilitate application design sessions and walkthroughs
- Participate in application design sessions
- Designs user document formats
- Designs user screen displays
- Ensures project adheres to appropriate contract standards
- Coordinate change requests between client and Project Manager
- Verifies data integrity
- Resolve data problems
- Coordinate clients' communications for consistency and accuracy

Minimum experience level for the Business Analyst position is 1 - 2 years of systems experience in a complex environment with an emphasis on insurance systems.

Gus Ortiz - Business Analyst

The Business Analyst is responsible for coordinating all customer support issues and efforts with the County and project staff. Performs analysis of change requests to the delivered software and ensure the design addresses the request and meets the appropriate standards for design, code and test.

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Minimum experience level for the Business Analyst position is 1 - 2 years of systems experience in a complex environment with an emphasis on insurance systems.